

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

RECEIVED

JUL 14 2004

OFFICE OF
R. DAVID PROCTOR
U.S. DISTRICT JUDGE

Michael J. Mirras
Plaintiff

Vs.

CASE NO. CV-04-0626-S

Chris S. Christ
Defendant

PLAINTIFFS' MOTION
FOR SUMMARY JUDGEMENT

COMES NOW the Plaintiff, Michael J. Mirras.

Plaintiff respectfully submits this memorandum For Summary Judgement
Civil Action Complaint CV-04-0626-S.

Preliminary Statement

The Court ordered a meeting on May 6, 2004 and a subsequent meeting was arranged between the Plaintiff and the Defendant for June 10, 2004 to take place between the Plaintiff and the Defendant. The Plaintiff arranged this meeting with Counsel for the Defendant David Hodges. The meeting was held at the Vestavia Hills Library Birmingham, AL. on Thursday June 10, 2004 at 3:30 PM.

Present at the meeting was Michael J. Mirras Plaintiff, David Hodges Counsel for the Defendant and Ms. Maya Rose Stenographer, with Foshee and Turner of Birmingham, AL. to record the minutes.

The Plaintiff came prepared with Evidence, Exhibits and Interrogatories for the Defendant.

At the end of this meeting the Defendant offered a settlement to the Plaintiff in the amount of \$1000.00 and expenses. The stenographer recorded this agreement.

The Plaintiff agreed to this settlement along with the Defendant.

The Plaintiff agreed to execute the necessary settlement documents and provide a review of same for the Defendant to be e-mailed to Mr. Hodges.

These documents were sent via e-mail to Mr. Hodges on June 14.

I again contacted Mr. Hodges on June 18, 2004 via e-mail and was informed by his secretary that Mr. Hodges had been busy but has reviewed the settlement agreement and that I would know something by Monday June 21 or Tuesday June 22 (see attached e-mail)

To date I have received no response from Mr. Hodges and have sent two additional e-mails since then copies attached. No Response.

04 JUL 14 PM 3:39
U.S. DISTRICT COURT
OF ALABAMA

FILED

The Plaintiff makes Motion to the Court for Summary Judgement invoking the Doctrine of Estoppel.

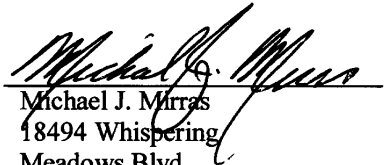
The Plaintiff respectfully requests that the Court grant the Summary Judgement in the amount based upon the original complaint filed with the Court on March 26,2004.

The Plaintiff has been more then patient with the Defendant in this matter and has conformed to all the requests of this Honorable Court. The Defendant has been given every opportunity to settle this situation amicably but abuses the good will and patience of the Plaintiff.

As such the Defendant did not act or engage in good faith communication as outlined in the Courts order.

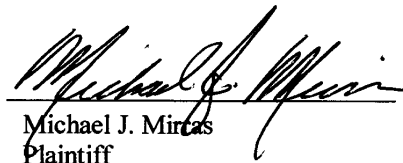
The Plaintiff respectfully requests that this Honorable Court grant Motion for Summary Judgement

Attached are the Evidence and Exhibits supporting this Motion.


Michael J. Mirras
18494 Whispering
Meadows Blvd.
Vance, AL. 35490-
2549
(205) 462-2076

Certificate Of Service

I hereby certify I have served a copy of the forgoing Motion for Summary Judgement on David E. Hodges, Counsel for the Defendant at 205 20th Street North Suite 933, Birmingham, AL. 35203 by U.S. Mail postage pre-paid on this 13th day of May 2004.


Michael J. Mirras
Plaintiff

SETTLEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that Michael J. Mirras, for and in the consideration of the sum of ONE THOUSAND TWO HUNDRED EIGHTY-NINE DOLLARS AND FIVE CENTS (\$1289.05) (Check to be received by Plaintiff within Seven (7) days) and other good and valuable consideration, by Chris S. Christ (the Released Party), the receipt of which is herein acknowledged and other good valuable consideration as set forth, and with the intention to be legally bound, do for himself, his heirs and assigns, hereby remise, release, acquit and forever discharge the Released Party Chris S. Christ, its successors and assigns and its officers, directors, employees, agents, attorneys and insurers of and from any and all manner of actions and causes of action, suits, accounts claims and demands which they ever had now have or hereafter can shall or may have against the Released Party Chris S. Christ, resulting from on account or claim the Released Party had of \$3,880.27 as a collection alleged by the Chamberlain Group and CST Company and violations of the Fair Debt Collection Practices Act spelled out in the original lawsuit (Exhibit B & C) on which this lawsuit was based, but without limiting the forgoing general terms, all claims or causes of action or claims for counsel fees either asserted, or which could have been asserted, in that certain action pending in the State of Alabama County of Jefferson, Federal District Court for the Southern Division Mirras vs. Christ (CV-04-P-0626-S).

Michael J. Mirras shall execute any document reasonably necessary to effectuate this settlement and to dismiss with prejudice.

Michael J. Mirras acknowledges that the Released Party Chris S. Christ denies any liability to Michael J. Mirras and that the settlement is made to compromise disputed claims solely to avoid expense and terminate all controversy between the parties.

Michael J. Mirras acknowledges that the information contained in his attached settlement of claims of June 14, 2004 (Exhibit A) is accurate and correct.

The Released Party, Chris S. Christ agrees to ensure that the disputed account, claim (Exhibit B & C) does not appear on the Plaintiffs credit report in the present or any time in the future and shall not be sold or transferred to another company or attorney. Should the Released Party Chris S. Christ breach these terms of the contract/settlement at any point in the present or future, the Released Party Chris S. Christ agrees to award damages in the amount of \$20,000.00 to the Plaintiff Michael J. Mirras and further agrees to make no effort to dispute the enforceability of the Provision. The Released Party Chris S. Christ and Plaintiff Michael J. Mirras agree that this Provision is limited to the account outlined in Exhibit B&C and is not transferable towards any remedies or actions Plaintiff Michael J. Mirras has ever sought, is seeking or ever will seek against the Released Party Chris S. Christ not directly related to Exhibit B&C.

Except to enforce the terms hereof none of the parties shall disclose any of the terms contained herein including any learned knowledge referencing the DCPA to any outside parties except to counsel or upon order of the court after written notice to the Released Party Chris S. Christ has an opportunity to be heard.

 Date:

Michael J. Mirras

Sworn to before Notary: Date:

 Date:

Chris S. Christ

Sworn to before Notary: Date:

Statement of Settlement Exhibit A

June 14,2004

On June 10,2004 Michael J. Mirras met with David Hodges Counsel for Chris S. Christ and agreed to a settlement in this pending action CV-04-0626-S. The settlement was for \$1000.00 plus expenses. The amounts and terms listed below.

Settlement amount \$1000.00

Plus expenses as follows:

Filing fees with the Federal District Court Southern Division \$150.00

Office rental for meetings May 20, 2004 and June 10, 2004 paid to Vestavia Library \$20.00 (\$10.00 per meeting)

Stenography fees for both meetings \$100.00. \$50.00 each meeting paid to Foshee and Turner of Birmingham AL.

Certified Mailings for four mailings paid to the U.S. Postal service. @ \$4.42 each \$18.05.

Total of the above \$1289.05

The released Party Chris S. Christ also agrees to the following:

1. Not to report any information in reference to this case to the four National Credit reporting agencies.
2. To remove any derogatory information and or inquires (if they have been reported) from the Plaintiffs Credit reports.
3. Never to add now or in the future any derogatory information and or inquires or information to the four National Credit reporting agencies.
4. Signature on the Settlement Agreement by Chris S. Christ, cover page to this statement.
5. Receipt of Check in the amount of \$1289.05

Plaintiff Michael J. Mirras agrees to:

Plaintiff Michael J. Mirras upon receipt of check (within seven (7) days) in amount of \$1289.05 and the check clearing will submit to the court a dismiss with prejudice Ref. case number CV-04-0626-S.

LAW OFFICES
OF
CHRIS S. CHRIST

FRANK NELSON BUILDING
205 20TH STREET NORTH, SUITE 923
BIRMINGHAM, ALABAMA 35203-4701

EXHIBIT B

CHRIS S. CHRIST

[JAMES J. RANSOM, III]

TELEPHONE: (205) 252-2222

TELEFAX: (205) 224-2750

E-MAIL: cchrist@aol.com

Post Office Box 370067

BIRMINGHAM, ALABAMA 35237-0067

October 6, 2001

Mr. Michael J. Mirras
18494 Whispering Meadows Blvd.
Vance, AL 35490

Re: The Chamberlain Group, Inc. vs. Michael J. Mirras
Our File No: 147-07
Amount Owed: \$3,880.27

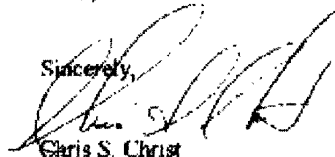
Dear Mr. Mirras:

The above-referenced account has been referred to me for collection. Demand is hereby made for immediate payment of the full amount owed as stated above.

Unless you contact our office within Ten (10) days with definite arrangements to pay this debt, we will have no alternative but to recommend that suit be filed against you. If suit is filed and judgment obtained, every necessary legal step will be exercised in order to collect this debt.

I urge you to mail your payment today or call us at (205) 252-2222 to notify us when to expect payment. Make checks or money orders payable to Chris S. Christ, Attorney at Law. To insure proper credit, please reference our file number on your check or money order.

Sincerely,



Chris S. Christ

CSC/plr
cc: CST CO., Inc.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing, within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

EXHIBIT C

General Complaint Form for Pro Se Litigants

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA

04 MSR 26 PM 2:26

U.S. DISTRICT COURT
N.D. OF ALABAMA

Michael J. Miras

CV-04-P-0626-S

(Enter above the full name(s) of the
plaintiff(s) in this action.)

vs.

Chris S. Christ, Attorney

(Enter above the full name(s) of the
defendant(s) in this action.)

1. At all times hereinafter mentioned, plaintiff was and still is a resident of _____
State of Alabama. Plaintiff resides at
18494 Whispering Meadows Blvd., Vance, AL. 35490-2549

2. Defendant Chris S. Christ, Attorney is a corporation
incorporated under the laws of Alabama and has a main
office at Birmingham, Alabama and is licensed to do business
in Alabama. Defendant's official business address
is Frank Nelson Building, 205 20th Street North, Suite 923, Birmingham, AL 35203-4701

Michael Mirras

To: alxuab@aol.com

06/14/2004 03:02 PM

cc:

Subject: Settlement agreement

Mr. Hodges

Per our agreement I have attached the settlement we arranged last Thursday.

Per our talks please review and make changes as necessary.

Please note I have just sent the top cover of the complaint to save space and time. When we finish polishing this I will forward copies of all pages via mail for signature and notary.

Michael J. Mirras



SETTLEMENT AGREEMENT.doc Exhibit B word.doc Exhibit C word.doc

Michael Mirras

06/18/2004 11:28 AM

To: Alxuab@aol.com@WK-BACKBONE

cc:

bcc:

Subject: Re: Settlement agreement 

OK Thanks for the quick reply!!

Mike

Michael J. Mirras, Supplier Quality Engineer MBUSI

PO Box 100

Tuscaloosa, AL 35403-0100

1 Mercedes Drive

Vance, AL. 35490-9330

Voice: 205-507-3457

Cell: 205-559-4610

Pager: 205-550-0444

Fax: 205-507-3993

Alxuab@aol.com



Alxuab@aol.com

06/18/2004 09:27 AM

To: Michael.Mirras@mbusi.daimlerchrysler.com

cc:

Subject: Re: Settlement agreement

Dear Mr. Mirras:

Mr. Hodges has reviewed the settlement agreement and should let you know something by Monday or Tuesday. He sends his apologies since he has been very busy this week and his associate has been out of town. Alexandria Wiles, Secretary for David E. Hodges.

Michael Mirras

06/24/2004 02:15 PM

To: Alxuab@aol.com@WK-BACKBONE

cc:

bcc:

Subject: Settlement agreement

Mr Hodges:

Per your last e-mail it is now Thursday and I have received no response to the settlement docs submitted. I will be out of the office next week and not returning until 8/7/04.

I would like a review of any mark ups before I leave tomorrow at 5PM..

Barring that I will contact the court and inform them of the issues and ask the court to intercede on the subject..Even if that means going back to square one.

Michael J. Mirras, Supplier Quality Engineer MBUSI

PO Box 100

Tuscaloosa, AL 35403-0100

1 Mercedes Drive

Vance, AL. 35490-9330

Voice: 205-507-3457

Cell: 205-559-4610

Pager: 205-550-0444

Fax: 205-507-3993

Alxuab@aol.com



Alxuab@aol.com

06/18/2004 09:27 AM

To: Michael.Mirras@mbusi.daimlerchrysler.com

cc:

Subject: Re: Settlement agreement

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Michael Mirras

07/09/2004 06:18 PM

To: Alxuab@aol.com@WK-BACKBONE

cc:

bcc:

Subject: Re: Settlement agreement

It has now been one month since our meeting. Apparently I did not set a time as to when to settle this issue. You continue to take advantage with my good nature and are acting in Bad Faith, So I am preparing a Motion to the Judge asking for summary judgement stating violation of Estoppel. I will prepare the motion this week-end and have ready to go on Monday July 12,2004.. I will tolerate no more delays on your part.. If you are prepared to start again so am I.

Mike

Michael J. Mirras, Supplier Quality Engineer MBUSI

PO Box 100

Tuscaloosa, AL 35403-0100

1 Mercedes Drive

Vance, AL. 35490-9330

Voice: 205-507-3457

Cell: 205-559-4610

Pager: 205-550-0444

Fax: 205-507-3993

Alxuab@aol.com



Alxuab@aol.com

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